

**RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: PARCELS 1E, 1F AND 2 IN THE WEST END LAND ASSEMBLY
AND REDEVELOPMENT PROJECT, BOSTON, MASSACHUSETTS
PROJECT NO. UR MASS. 2-3**

WHEREAS, the Boston Redevelopment Authority, a public body politic and corporate created pursuant to Massachusetts General Laws (Ter. Ed.) Chapter 121, Section QQ, and Charles River Park, Inc., executed a "Leasehold Agreement" for the West End Land Assembly and Redevelopment Project, dated March 2, 1960, with respect to Delivery Parcels 1A, 1B, 1C, 1D, 1D1, 1E, 1F and 1G within said Project; and

WHEREAS, in accordance with the terms of said "Leasehold Agreement", Charles River Park, Inc., has, at its election, accepted delivery of Parcels 1A, 1B, 1C, 1D, 1D1 and 1G, by purchase of the fee title in said parcels, or by lease; and

WHEREAS, Section 204(e) of said Leasehold Agreement recites: "It is understood by the parties hereto that they shall make their best efforts toward speeding the schedule of commencement of the several lease terms, as circumstances permit, in order to achieve an early completion of the Project"; and

WHEREAS, Charles River Park, Inc., had the obligation to accept delivery of Parcels 1E and 1F in accordance with the schedule for the commencement of their respective lease terms, which schedule set March 7, 1965, and March 7, 1964, respectively as the dates for the delivery of the said parcels; and

WHEREAS, change of circumstance has come to bear upon the delivery of Parcels 1E and 1F, and has operated to decelerate the schedule of commencement of the lease terms for said Parcels 1E and 1F, which change of circumstance is the following:

Parcel 2, which is designated for "Public" use, had been intended to be used as the site of a public school, but is no longer to be used for that purpose. Under this circumstance, Section 801 of the "Leasehold Agreement" may become operative if the Boston Redevelopment Authority determines to sell Parcel 2 to a private user; Section 801 reads as follows:

"In the event that a parcel of land in the project area which is reserved by the land assembly and redevelopment plan for public or semi-public use is not so used and the Authority determines to sell any such parcel to a private user, the Authority agrees that it shall first offer any such parcel for sale to the Redeveloper for \$1.35 per square foot of land if it is to be used for residential, appurtenant parking in accordance with the land assembly and

redevelopment plan, or landscape purposes and for \$1.50 per square foot if it is to be used for commercial purposes. An offer by the Authority to sell such parcel shall be made in writing and the Redeveloper shall have thirty (30) days from the receipt of such written offer to act thereon;" and

WHEREAS, on October 29, 1963, Charles River Park, Inc., requested in writing, from the Boston Redevelopment Authority, the addition of Parcel 2 to Parcels 1E and 1F, and this matter has been the subject of continuing negotiations between the Boston Redevelopment Authority, Charles River Park, Inc., and other interested parties; and

WHEREAS, because the above set forth change of circumstance, which decelerated commencement of the lease terms, was recognized by the parties to the "Leasehold Agreement", Charles River Park, Inc., did not require delivery of Parcels 1E and 1F and the Boston Redevelopment Authority did not make a tender of delivery; and

WHEREAS, the Boston Redevelopment Authority, on June 20, 1968, voted to approve, subject to later design review, the concept of the preliminary development plans submitted at that time by Charles River Park, Inc., which development plans were based upon the anticipated inclusion of the area of Parcel 2 into the total area of Parcels 1E and 1F; and

WHEREAS, the Boston Redevelopment Authority, in response to the written request from Charles River Park, Inc., on June 20, 1968, further voted to include the land area of Parcel 2 within the total land area of Parcels 1E and 1F, which vote, however, may be modified by the Boston Redevelopment Authority to provide that the inclusion of Parcel 2 into Parcels 1E and 1F and its sale to a private user, shall be subject to certain terms and conditions; and

WHEREAS, the Boston Redevelopment Authority, on June 20, 1968, further voted to instruct the Chief Engineer of the Authority to arrange for a disposition plan incorporating the area of Parcel 2 into the area of Parcels 1E and 1F, which disposition plan has been completed and delivered to Charles River Park, Inc.; and

WHEREAS, Charles River Park, Inc., has submitted to the Boston Redevelopment Authority a set of schematic site drawings, dated June 17, 1969, which are the subject of continuing design review by the Boston Redevelopment Authority; and

WHEREAS, the said development concept submitted by Charles River Park, Inc., and approved by the Boston Redevelopment Authority, will require desirable amendments to land use controls for Parcels 1E, 1F and 2

in the West End Land Assembly and Redevelopment Plan, which amendments would allow complementary commercial uses on Parcels 1E, 1F and change the use of Parcel 2 from "Public" to "multi-family residential with complementary commercial and recreational uses;" and

WHEREAS, Charles River Park, Inc., has the obligation under the terms of the said Leasehold Agreement to accept delivery of possession of Parcels 1E and 1F pursuant to Section 201 of said Leasehold Agreement, and, in addition, desires to develop Parcel 2 as part of the overall development of Parcels 1E and 1F; and

WHEREAS, pursuant to Section 302 of said "Leasehold Agreement", the obligation of Charles River Park, Inc., upon delivery of only Parcels 1E and 1F by the Boston Redevelopment Authority, to construct improvements upon said parcels, in conformance with the General Plans and Specifications approved by the Boston Redevelopment Authority in 1960, was not implemented because of the aforesaid uncertain circumstance, and whereas it now becomes feasible and desirable that the Boston Redevelopment Authority:

a) vote to amend the West End Land Assembly and Redevelopment Plan in order to allow the aforesaid desirable modifications in the land use controls, and

b) vote to approve, subsequent to a completed design review process, a new set of General Plans and Specifications for said parcels, which plans and specifications would have to be in accordance with the said West End Plan, as modified, except where minor variances were requested from specific restrictions and controls and were found to be necessary by the Boston Redevelopment Authority; and

WHEREAS, the Boston Redevelopment Authority now desires to proceed expeditiously with the development of Parcels 1E and 1F, and Parcel 2, pursuant to the objectives of the West End Land Assembly and Redevelopment Plan, the concept of the preliminary development plans submitted by Charles River Park, Inc., and the intent of said "Leasehold Agreement";

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Paragraph B3 (B)(1)(b) Parcel 2 on Page 7 of the West End Land Assembly and Redevelopment Plan (revised March, 1957, May, 1957, and June, 1959) is amended by deleting the words "Public Use" and inserting the words, "Multi-family residential use with complementary commercial and recreational use."
2. That Paragraph B3 (B)(1)(a)(v) Delivery Parcel 1E on Page 7 of the West End Land Assembly and Redevelopment Plan (revised March, 1957, May, 1957, and June, 1959) is amended by inserting after the words

"Multi-family residential" the words "with complementary commercial use".

3. That Paragraph B3 (B) (1) (a) (vi) Delivery Parcel 1F on Page 7 of the West End Land Assembly and Redevelopment Plan (revised March, 1957, May, 1957, and June, 1959) is amended by inserting after the words "Multi-family residential" the words "with complementary commercial use".

4. That the Terms and Conditions contained and set forth in the Letter from Charles River Park, Inc. to the Boston Redevelopment Authority, which letter is attached hereto and made a part hereof, are hereby accepted and are hereby mutually binding upon the Boston Redevelopment Authority and Charles River Park, Inc. and shall constitute an Amendment under Section 816 of the "LEASEHOLD AGREEMENT for the West End Project Area By and Between the Boston Redevelopment Authority and Charles River Park, Inc."

5. That the Director be and hereby is authorized on behalf of the Boston Redevelopment Authority to execute a formal Amendatory Agreement to the "Leasehold Agreement" with Charles River Park, Inc., for the delivery of Parcels 1E and 1F, including Parcel 2, which parcels are shown on a Parcel Delivery Plan prepared by the Chief Engineer of the Authority pursuant to a vote of the Authority on June 20, 1968, which Amendatory Agreement shall contain substantially the terms and conditions set forth in the letter from Charles River Park, Inc.,

and shall be in such form as the Director deems proper and in the best interests of the Boston Redevelopment Authority.

6. That the foregoing Resolutions of the Boston Redevelopment Authority, numbered 1 through 5, are conditional upon the execution of the attached Letter from Charles River Park, Inc., containing Terms and Conditions which will constitute an Agreement and an Amendment to the said "Leasehold Agreement"; that if Charles River Park, Inc. shall fail or refuse to execute the attached Letter on or before midnight, August 5, 1969, the said foregoing Resolutions of the Boston Redevelopment Authority shall be rescinded at that time.

7. That the following two Votes of the Boston Redevelopment Authority, on June 20, 1968, be subject to the same condition set forth in the preceding Resolution, numbered 6, as are the foregoing Resolutions of the Boston Redevelopment Authority, numbered 1 through 5:

- a) "Voted: to approve the preliminary plans of Charles River Park, Inc., as submitted, subject to later review on specific variances that may be required and subject to the review of the final plans by the Design Review Office;"
- b) "Voted: That Parcel 2, West End Project, be included in Parcel 1E and 1F for development by Charles River Park, Inc."

Boston Redevelopment Authority
One City Hall Square
City Hall
Boston, Massachusetts

Re: "Amendment to Leasehold Agreement"
West End Land Assembly and Redevelopment Project Area

Dear Members:

I, ~~Charles River Park, Inc.~~ have been duly authorized by a Corporate Vote of Charles River Park, Inc., to make the following offer to the Boston Redevelopment Authority to develop Delivery Parcels 1E, 1F and 2 in the West End Land Assembly and Redevelopment Project Area in accordance with the following Terms and Conditions, which upon the consent of the Boston Redevelopment Authority, shall constitute an Amendment to the "LEASEHOLD AGREEMENT for the West End Project Area By and Between the Boston Redevelopment Authority and Charles River Park, Inc."

1. Charles River Park, Inc., shall pay the following purchase prices for each of the delivery parcels, as subdivided and shown on the attached plan of land, upon the delivery of a deed with Quitclaim Covenants from the Boston Redevelopment Authority to Charles River Park, Inc.:

Parcels 1Ea, 1Eb, 1Fa, and 2, consisting of approximately 440,058 square feet shall be purchased at the rate of \$1.35 per square foot.

Parcel 1Fb, consisting of approximately 53,800 square feet, shall be purchased for a sum approved by the U. S. Department of Housing and Urban Development, which approval shall be based upon two independent re-use appraisals contracted for by the Boston Redevelopment Authority.

2. Charles River Park, Inc., in addition to the purchase prices provided for in the above paragraph, shall pay all redemption premiums, interest, costs and expenses provided for in Section 401, subparagraphs (a)(1), (a)(2) and (a)(3) in the said "LEASEHOLD AGREEMENT".

3. Charles River Park, Inc., shall place on deposit with the Boston Redevelopment Authority, as security for the performance of the redeveloper's obligations to accept possession of the delivery

parcels, and to commence and complete the construction of all the improvements, as scheduled herein, and in accordance with the approved General Plans and Specifications, a sum, in cash or negotiable obligations of the United States Government or obligations of the States of the United States, in the amount of \$100,000.

4. Charles River Park, Inc., shall submit to the Boston Redevelopment Authority, forthwith, General Plans and Specifications for development of residential, commercial and recreational facilities upon Delivery Parcels 1E, 1F and 2, in accordance with

the preliminary plans submitted by Charles River Park, Inc., and approved by the Boston Redevelopment Authority on June 20, 1968. Such General Plans and Specifications shall include, among other things, site plans, the number of dwelling units to be built, and the general types of buildings and parking structures to be built, which plans shall be in sufficient detail to enable the Boston Redevelopment Authority to make determinations as to compliance of the plans with the regulations and controls contained in the West End Land Assembly and Redevelopment Plan, as amended, and to determine the number and nature of the variances from the said regulations and controls. The Authority shall review said General Plans and Specifications and shall approve or disapprove the same setting forth in detail any grounds for disapproval. If no grounds for disapproval are delivered in writing to the redeveloper within thirty days of the submission or re-submission of said General Plans and Specifications, said General Plans and Specifications shall be deemed approved. In the event of a disapproval, the redeveloper shall make a re-submission of said General Plans and Specifications with a view to meeting the Authority's grounds of disapproval and the Authority shall review such re-submission in the manner provided for above.

Notwithstanding the foregoing provisions of this paragraph, Charles River Park, Inc., must obtain the approval of its General Plans and Specifications by the Boston Redevelopment Authority no later than July 1, 1970; grounds for disapproval by the Boston Redevelopment Authority shall be reasonable in light of all the circumstances. If approval of General Plans and Specifications has not been obtained by January 1, 1970, the obligations of both parties to the "LEASEHOLD AGREEMENT", as amended, shall terminate.

5. Charles River Park, Inc., shall, within six months of delivery of Parcels 1E, 1F and 2, commence the construction of the following buildings and facilities and complete the construction of the following buildings and facilities within thirty-six months of the delivery of Parcels 1E, 1F and 2:

- i) the commercial office building located on Parcel 1Fb; and
- ii) the first 35-story residential tower building located on Parcel 1Fa; and
- iii) the recreational facilities located on Parcel 1Ea and 2; and
- iv) the twenty-four stacked duplex housing units located on Parcel 2.

Charles River Park, Inc., shall, within twelve months of the delivery of Parcels 1E, 1F and 2, commence the construction of the second 35-story residential tower building located on Parcel 1Fa and complete the construction of the second 35-story residential tower building within thirty-six months of the delivery of Parcels 1E, 1F and 2.

The construction of underground parking for both the first and second 35-story residential tower buildings may be commenced immediately upon the delivery of Parcels 1E, 1F and 2, but in no event may construction of underground parking for the third 35-story residential tower building be commenced prior to the date of the F.H.A. "initial closing" on insurance of the mortgage to be placed upon the third 35-story residential tower building.

Charles River Park, Inc., shall, within seventy-two months of the delivery of Parcels 1E, 1F and 2, or within thirty-six months of the date of the completion of the second 35-story residential tower building whichever date occurs earlier, commence construction of the third 35-story residential tower building located on Parcel 1Eb, and complete the construction of the third 35-story residential tower building within one hundred eight months of the delivery of Parcels 1E, 1F and 2, or within seventy-two months of the date of the completion of the second 35-story residential tower building, whichever date occurs earlier.

Anything in Section 708 of the said "LEASEHOLD AGREEMENT" to the contrary notwithstanding, in the event that Charles River Park, Inc., shall fail or refuse, for whatever excuse or reason including causes beyond its control, to commence or complete construction of the third 35-story residential tower building in accordance with the schedule of commencement and completion herein contained, then Charles River Park, Inc., shall, upon demand of the Boston Redevelopment

Authority, reconvey immediately to the Boston Redevelopment Authority Parcel 1Fb for breach of a condition subsequent, in accordance with the provisions of Section 704 of the said "LEASEHOLD AGREEMENT".

In the event that there is a breach of a condition subsequent to commence or complete construction of the third 35-story residential tower building in accordance with the schedule of commencement and completion herein contained, the Boston Redevelopment Authority shall be obligated not to resell the Parcel 1Eb to a private redeveloper for any of the following reuses:

- a) the construction of multi-family residential housing which is not of comparable construction; or
- b) the construction of a nursing home.

6. The Boston Redevelopment Authority shall deliver to Charles River Park, Inc., by Quitclaim Deed Parcels 1E, 1F and 2 upon the date of the F.H.A. "initial closing" on insurance on the mortgage to be placed upon the first of the three 35-story residential tower building, but in no event on a date later than August 1, 1970. If the Redeveloper, Charles River Park, Inc., shall fail to obtain a mortgage for the construction of the first of the three 35-story residential tower buildings by August 1, 1970, the obligations of both parties to the "LEASEHOLD AGREEMENT", as amended, shall terminate.

7. Parcels 1E, 1F and 2, as subdivided into Parcels 1Ea, 1Eb, 1Fa, 1Fb, and 2, and referred to herein, are shown on a Plan entitled:

"PLAN of LAND in BOSTON, Parcels 2-1E-1F of WEST END LAND ASSEMBLY and REDEVELOPMENT PLAN, prepared by J. L. HAYDEN ASSOCIATES, INC., Boston, Mass., dated November 7, 1968",

which Plan is attached hereto and made a part hereof and to which Plan reference may be had for a more particular description.

8. Upon acceptance by formal resolution of the Boston Redevelopment Authority, the foregoing Terms and Conditions, contained in this letter, shall constitute a binding Agreement By and Between the Boston Redevelopment Authority and Charles River Park, Inc., and shall constitute an Amendment to the "LEASEHOLD AGREEMENT By and Between the Boston Redevelopment Authority and Charles River Park, Inc., dated March 2, 1960.

9. All Terms and Conditions, contained in Article I through Article VIII in the said "LEASEHOLD AGREEMENT" dated March 2, 1960, insofar as they are inconsistent with the foregoing Terms and Conditions in this instrument are hereby declared null and void and of no further effect.

CHARLES RIVER PARK, INC.

BY _____

MEMORANDUM

11B
JULY 31, 1969

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: Hale Champion, Director

SUBJECT: AMENDMENT TO WEST END PLAN
CONDITIONAL UPON EXECUTION OF AN AMENDMENT TO THE
LEASEHOLD AGREEMENT WITH CHARLES RIVER PARK, INC.

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7/31

SUMMARY: This memo requests the Authority to conditionally modify the Land Use Controls for Parcels 1E, 1F and 2, provided that Charles River Park, Inc. executes the attached Amendment to the LEASEHOLD AGREEMENT by August 5, 1969.

Over the past several months, the staff of the Authority has been negotiating with Charles River Park, Inc. regarding its commitment to develop Parcels 1E, 1F and 2 in the West End Project.

In the best interest of the Authority it has been determined that the LEASEHOLD AGREEMENT executed in 1960 should be amended to provide for the following:

- a) An increase in the purchase price for that portion of Parcel 1F which is to be used for the construction of the office building;
- b) A firm development schedule for the commencement and completion of each component of the new development proposal; and
- c) "Recapture" of the site of the third residential tower if Charles River Park should fail to commence construction in accordance with the schedule.

The attached Resolutions, number 1 through 5 and number 7 are conditional upon the execution of the attached draft of a letter from Charles River Park, Inc. to the Boston Redevelopment Authority on or before August 5, 1969.

Attachments